

A. G. Contract No. KR98 0055TRN  
ADOT ECS File No.: JPA 98-08  
Project: 095 MO 240/H3167 01C  
Section: SR-95 @ Meadows Street

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF BULLHEAD CITY

THIS AGREEMENT is entered into 2 APRIL 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the CITY OF BULLHEAD CITY, acting by and  
through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, construction and maintenance of a new traffic signal warranted on SR-95 at the intersection of Meadows Street (MP 242.2) in the City, at an estimated cost of \$90,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22284  
Filed with the Secretary of State  
Date Filed: 04/02/98  
Betsy Bayless  
Secretary of State  
By Dick Shermwood

## II. SCOPE

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the signal Project. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the signal Project. Administer same and make all payments to the contractor(s). Confer with the City on any signal Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for two thirds of the cost of the signal project construction cost, in an amount estimated at \$60,000.00.

c. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance to the signal.

d. Prior to the award of a signal Project construction contract, invoice the City for its one third share of the cost of the Project, in an amount estimated at \$30,000.00.

### 2. The City will:

a. Review the signal Project design documents and provide comments.

b. Within thirty (30) days after receipt of an invoice, advance the State the City's one third share for the cost of the signal Project, in an amount estimated at \$30,000.00.

c. Be responsible for any contractor claims for extra compensation attributable to the City.

d. Upon completion and acceptance of the signal Project by the State, provide electrical energy to operate the signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Bullhead City  
City Manager  
1255 Marina Blvd.  
Bullhead City, AZ 86442

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

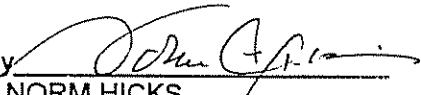
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF BULLHEAD CITY

STATE OF ARIZONA

Department of Transportation

By

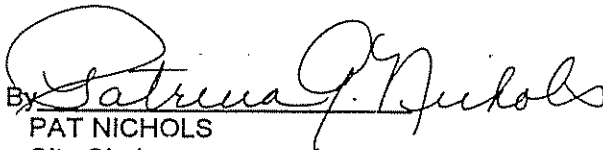
  
NORM HICKS  
Mayor

By

  
EDWARD D. WRIGHT  
Deputy State Engineer

ATTEST

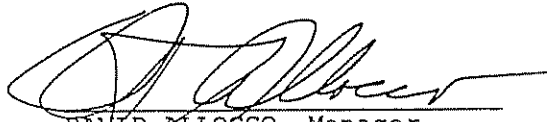
By

  
PAT NICHOLS  
City Clerk

RESOLUTION

BE IT RESOLVED on this 8th day of January 1998, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Bullhead City for the purpose of defining responsibilities for the design and construction of a new traffic signal on SR-95 at Meadows Street.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Larry S. Bonine, Director

RESOLUTION NO. 98R- 033

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BULLHEAD CITY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF BULLHEAD CITY AND AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE THE AGREEMENT FOR THE PURPOSE OF DESIGNING, CONSTRUCTING AND MAINTAINING A NEW TRAFFIC SIGNAL WARRANTED ON STATE ROUTE 95 AT THE INTERSECTION OF MEADOWS STREET (MP 242.2) IN THE CITY, HEREINAFTER REFERRED TO AS THE PROJECT, FOR THE SAFETY AND BENEFIT OF THE MOTORING PUBLIC.

WHEREAS, it is necessary and desirable for the safety and protection of the residents of the City to implement a new traffic signal in the Bullhead City area; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for implementing and administering such program; and

WHEREAS, the City of Bullhead City is empowered to enter into this agreement by virtue of the provisions of A.R.S. §48-572, and the Arizona Department of Transportation is empowered to enter into this agreement by virtue of the provisions of A.R.S. §28-401.

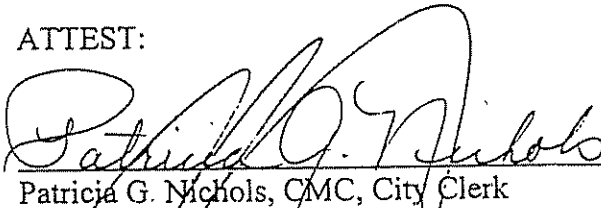
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bullhead City hereby approves the Intergovernmental Agreement between the City and the Arizona Department of Transportation, and hereby authorizes the Mayor to enter into and execute said agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City, Arizona, this 3rd day of March, 1998.

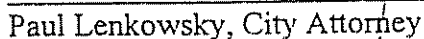
  
Norm Hicks, Mayor

Date: 3/3/98

ATTEST:

  
Patricia G. Nichols, CMC, City Clerk

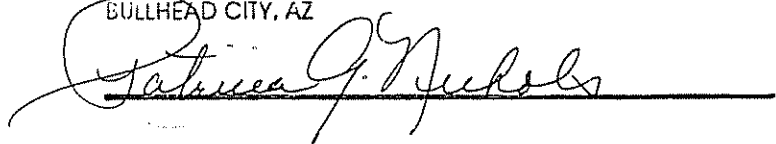
APPROVED AS TO FORM:

  
Paul Lenkowsky, City Attorney

CERTIFICATION

THE FOREGOING INSTRUMENT IS A FULL, TRUE AND CORRECT COPY OF THE RECORD ON FILE IN THIS OFFICE

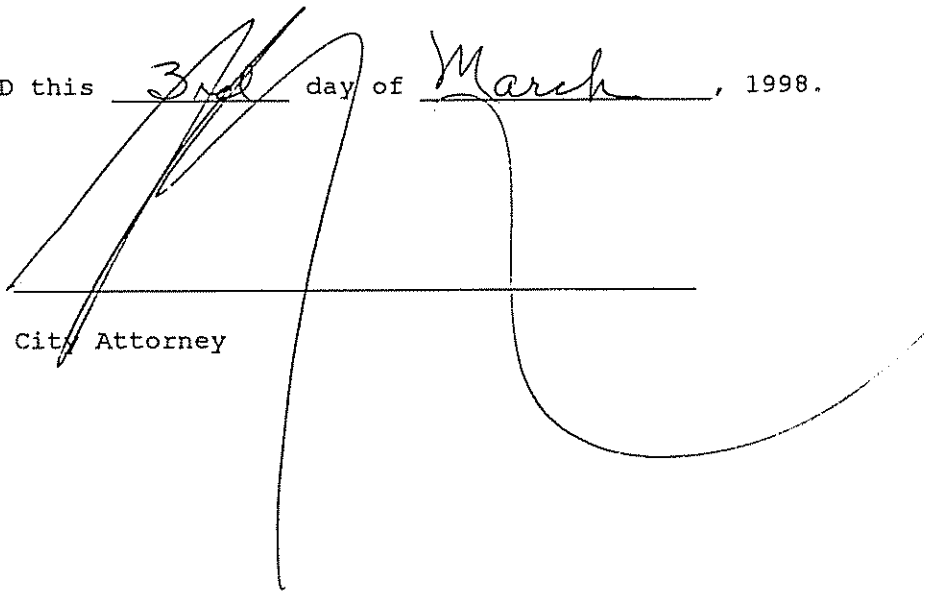
Mar. 13 19 98  
WITNESSED: PATRICIA G. NICHOLS, CITY CLERK OF THE CITY OF BULLHEAD CITY, AZ



APPROVAL OF THE BULLHEAD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF BULLHEAD CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 3rd day of March, 1998.

  
\_\_\_\_\_  
City Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0055TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE March 26, 1998.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

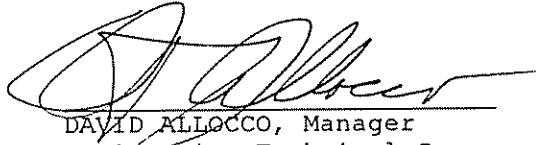
JRR:et/11385

Enc.

RESOLUTION

BE IT RESOLVED on this 8th day of January 1998, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Bullhead City for the purpose of defining responsibilities for the design and construction of a new traffic signal on SR-95 at Meadows Street.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read "D. Allocco", is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Larry S. Bonine, Director

## **Jack Hammitt**

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**From:** Robert LaJeunesse  
**To:** Jack Hammitt  
**Cc:** Debra Brisk  
**Subject:** RE: JPA 98-08 SR-95 @ Meadows  
**Date:** Friday, January 09, 1998 7:43AM

Thank you sir, That will do. The other IGA's are with the County and the Tribe. We are waiting to work out some R/W details before we finalize them.

-----  
**From:** Jack Hammitt  
**To:** Robert LaJeunesse  
**Cc:** Debra Brisk  
**Subject:** JPA 98-08 SR-95 @ Meadows  
**Date:** Thursday, January 08, 1998 2:07PM

<<File Attachment: 98-08.DOC>>How'zis? Don't we have a couple other signal iga's pending on 95 somewhere Bob?

## **Jack Hammitt**

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**To:** Robert LaJeunesse  
**Subject:** RE: Meadows

S'not done yet. At AG for final approval, then to SS, probably about a week or so till shes done.

-----  
From: Robert LaJeunesse  
To: Jack Hammitt  
Subject: RE: Meadows  
Date: Monday, March 23, 1998 8:22AM

This one.

<<File Attachment: 98-08.DOC>>

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From: Jack Hammitt  
To: Robert LaJeunesse  
Subject: RE: Meadows  
Date: Monday, March 23, 1998 8:10AM

Bob which IGA is this?

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From: Mark Poppe  
To: Jennifer Livingston; Debra Brisk; George D. Cisney; Robert LaJeunesse  
Cc: Jack Hammitt  
Subject: RE: Meadows  
Date: Friday, March 20, 1998 4:11PM

It sounds like I need to fill out a request for project change and go to prb with it. I don't think it will be a problem it. I will try to do the paper work next week. We also need to get a copy of the IGA to accounting, so they can bill the local jurisd. for their 33% of the cost. My guess is, Jack has already sent it over to accounting.

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From: Robert LaJeunesse  
To: Jennifer Livingston; Debra Brisk; George D. Cisney  
Cc: Mark Poppe  
Subject: RE: Meadows  
Date: Friday, March 20, 1998 3:49PM

Our share of the signal should be around \$60,000 - \$70,000. Mark will have to answer the programming questions.

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From: Debra Brisk  
To: Jennifer Livingston; George D. Cisney; Robert LaJeunesse  
Cc: Mark Poppe  
Subject: RE: Meadows  
Date: Monday, March 16, 1998 5:38PM

how much money are we looking at?  
this maybe an opportunity for me to 'collaborate' with Bob and Mark ref. funding  
if we pick up the costs from our construction budget - 5% overrun  
then will you all expedite the stockton hill road - and get it programmed?  
just a thought  
but again how much money are we looking at?  
drb

-----  
From: Robert LaJeunesse  
To: Jennifer Livingston; Debra Brisk; George D. Cisney  
Cc: Mark Poppe  
Subject: FW: Meadows  
Date: Monday, March 16, 1998 1:18PM

My understanding was that ADOT's share of the money for the Meadows signal change order was coming out of the statewide signal fund. If that is the case the district needs to make a request to Mark or else the project funds will have to pay for it.

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From: Mark Poppe  
To: Robert LaJeunesse  
Subject: RE: SR 95 Courtwright- Traffic Signal IGA's  
Date: Friday, March 13, 1998 12:02PM

As far as I know, nothing has been done to get money from signal fund for Meadows. Do they have enough money to do the CO?

# CITY OF BULLHEAD CITY

1255 Marina Boulevard  
Bullhead City, AZ 86442-5733  
(520) 763-9400 TDD (520)763-9400

98-08

March 9, 1998

Mr. Edward D. Wright  
ARIZONA DEPARTMENT OF TRANSPORTATION  
JOINT PROJECT ADMINISTRATION  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007

RE: INTERGOVERNMENTAL AGREEMENT (IGA) (A.G. CONTRACT NO. KR98  
0055TRN)

Dear Mr. Wright:

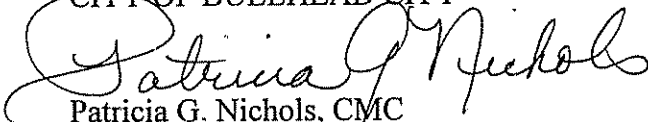
At their meeting of March 3, 1998, the Bullhead City Council adopted Resolution No. 98R-033 approving the IGA between the City of Bullhead City and the Arizona Department of Transportation (ADOT) for the traffic signal at Meadows Drive and Highway 95.

Enclosed are three (3) original IGAs for signature by the duly authorized representative of your organization and a certified copy of Resolution No. 98R-033. Upon execution, please return one original IGA to this office.

Should you have any questions regarding this matter, please contact Mr. Tom Tatro, City Engineer at (520) 763-0116.

Sincerely,

CITY OF BULLHEAD CITY

  
Patricia G. Nichols, CMC  
City Clerk

/dlp  
Enclosures

cc: James V. Thompson, Ph.D., City Manager  
Harry Herman, Interim Public Works Director  
Tom Tatro, City Engineer  
Richard L. Heide, Sr. Administrative Analyst

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION  
INTERMODAL TRANSPORTATION DIVISION

REQUEST FOR JOINT PROJECT AGREEMENT

98-08

DATE 1/7/98

JPA # 98-08  
(TO BE FILLED IN BY JPA BRANCH)

TO: JOINT PROJECT ADMINISTRATION  
ENGINEERING CONSULTANTS SECTION (616E)

FROM: Bob LaJeunesse  
(NAME)  
Western Region Traffic  
(DEPT / DIV)  
P820  
(MAIL DROP / PHONE#)

Project: Traffic Signal Construction/Maintenance DIST. E M P T Y G S F KHP

Five Year Program and Item Number \_\_\_\_\_

Description / Location SR 95 @ Meadows (MP 242.2)

Project Number & TRACS F-065-1-536 095 MO 240 H3167 01C

Projected Bid Date? Change Order on existing project

Type: Drain / Hwy / Hwy Maint / Landscape / ROW / Signal Maintenance / Utility / Other

Agreement will be with: Bullhead City  
(City / County / etc)

Point of Contact: James Thompson/Town Manager  
(Name / Title)

Address: 1255 Marina Blvd., Bullhead City, 86442

Telephone: (520) 763-9400

Cost to ADOT: \$60,000 Cost to Other: \$30,000

Cost Estimate Total: \$90,000 Copy attached? \_\_\_\_\_

Scope of Work: ADOT will administer constuction of signal, pay for 2/3 of the  
installation costs, and maintain the signal upon completion. The City will pay for 1/3 of the  
installation costs and the electric bill.

(Provide complete project details)

96-70